

Ellen Greer

4/17/2024

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DIRECT GENERAL INSURANCE
COMPANY

VS.

CHRISTOPHER EVANS AND
POLINA DENISSOVA,
individually and as co-
Administrators of the
ESTATE OF ANDREW EVANS,
ROGER HARTSFIELD AND
D. MAX HIRSH, as
administrator of the ESTATE
OF SHANNON HARTSFIELD

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* CIVIL ACTION FILE NO.
* 1:23-cv-03491-ELR
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HYBRID ORAL AND VIDEOTAPED DEPOSITION OF

ELLEN GREER

APRIL 17, 2024

EXHIBIT
A

ANSWERS AND DEPOSITION OF ELLEN GREER, produced
as a witness at the instance of the Defendant D. Max
Hirsh, taken in the above-styled and -numbered cause on

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1 Q. Okay.

2 Who -- who was your employer at that time?

3 A. The name of the company?

4 Q. Yes, ma'am.

5 A. I believe NGIC. National General Insurance
6 Company would be the correct name of the parent company.

7 Q. Okay.

8 And one of the insurance companies in the
9 family was called Direct General Insurance Company?

10 A. That's correct.

11 Q. So were you a lawyer for Direct General
12 Insurance Company?

13 A. Yes.

14 MR. JURMAN: Object.

15 Q. What years?

16 A. You're asking me what years?

17 Q. Wh- -- when were you a lawyer for Direct
18 General Insurance Company?

19 A. I worked for National Gen- -- General from 2016
20 to 2020.

21 Q. And what was your job title?

22 A. Senior claims attorney.

23 Q. And what did you do as a senior claims
24 attorney?

25 A. I did a variety of things. Can I just defer to

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1 my LinkedIn profile and read that for you? It's a --
2 it's a basic job description of activities that I did
3 for the company.

4 Q. Sure.

5 A. Okay. I provided guidance, mentor, counseling
6 on policy and coverage interpretation. I trained,
7 developed and provided technical guidance to claims on
8 various legal topics. I provided legal analysis and
9 opinions on coverage issues and file handling matters.
10 I served as their resource on litigated claims and acted
11 as a liaison between claims and panel counsel. I
12 selected and monitored panel counsel, and I granted
13 trial authority. And I assured appropriate execution
14 and company -- of the company litigation philosophy and
15 guidelines. And I supported, from time to time, eight
16 to ten states over the years.

17 Q. Okay.

18 And one of those states was Georgia?

19 A. It was.

20 Q. All right.

21 And did you work on bad faith matters?

22 A. Can you describe what you mean by "bad faith
23 matters"?

24 Q. Yes. Insurance bad faith in the third-party
25 context.

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1 working as a team with the management and the claims
2 professionals outside the log. Files were not directly
3 assigned to me. These were the claims professionals'
4 files, and they worked with management, and if they saw
5 a legal question that they wanted to elevate to me, the
6 management would bring it to me and we would discuss,
7 but typically I was never required to put my opinions in
8 the log beyond the coverage analysis that I just
9 referenced.

10 Q. Okay.

11 Let's go, please, to Bates page 6295. And
12 just tell me when you're there.

13 A. Almost. Okay. I'm there.

14 Q. All right.

15 And there is an entry by -- it's toward the
16 bottom of the page, by William Robinson, August 10,
17 2018, at 1:57. There are actually two of him by then at
18 that time, but one of them has your name in it, Ellen
19 Greer.

20 Do you see that?

21 A. I do.

22 Q. Okay. Great.

23 Well, first, who -- who was William
24 Robinson?

25 A. So I knew him as Bill. Bill Robinson was

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1 you like to just read over that page,

2 Mr. Quackenbush's --

3 MR. JURMAN: What is the Bates stamp
4 number?

5 MR. DOLDER? The Bates stamp number is DGIC
6 000092. You guys good, Rory?

7 MR. JURMAN: Yep.

8 MR. DOLDER: Okay.

9 MR. JURMAN: Thank you.

10 MR. DOLDER: Sure. Yeah, just stop me at
11 any time.

12 Q. And, ma'am, you just let me know when you're
13 ready to take some questions.

14 A. Okay. I'm ready.

15 Q. All right.

16 Now, would you agree with me that in this
17 e-mail exchange Mr. Quackenbush is asking you a question
18 and that you give him an answer?

19 A. Yes.

20 Q. All right.

21 And if we look down at Mr. Quackenbush's
22 e-mail, maybe the fourth line, says, Think we should
23 look at some sort of global settlement conference given
24 all the potential exposures.

25 Do you see that?

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1 A. I do.

2 Q. All right.

3 Now, are -- did you take this to mean that
4 Mr. Quackenbush was asking you what you thought of the
5 prospect of convening a global settlement conference?

6 A. Can you repeat your question?

7 Q. Sure.

8 Did you take this to mean that
9 Mr. Quackenbush was suggesting that Direct General
10 convene a global settlement conference?

11 A. Yes, he said, I think we should look at some
12 sort of global settlement conference given all the
13 potential exposures.

14 Q. Right.

15 And would you agree he was seeking guidance
16 from you on that?

17 A. Yes.

18 Q. Okay.

19 And are you aware, sitting here today, of
20 any earlier reference to convening a global settlement
21 conference with regard to the claims arising out of the
22 July 27, 2018, car wreck?

23 A. Well, let's see. This is dated August 13. I
24 can look at the materials that you provided me prior --
25 with the subpoena prior to today, and there may have --

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1 you objecting about?

2 A. All right. So I had to review the file to see.
3 I was looking at the date, August 13, to see if there
4 was anything prior to that in the file. And I couldn't
5 recall, so that's what I'm looking for.

6 Q. Okay.

7 A. So on August 2nd, her action plan, it -- one of
8 the items is to attempt to resolve all within limits of
9 25/50, so she didn't talk about a global settlement
10 conference there, but I believe that's where the genesis
11 of it was, because it was a widely accepted way to
12 handle our Georgia nimin -- minimum limits cases when
13 you have multiple competing claims with insufficient
14 policy limits.

15 And she knew from August 2nd that she had
16 three fatalities in a policy of 25/50. So I think
17 probably there was some thought of it at that point,
18 even though it doesn't say global settlement conference.

19 Q. Okay.

20 You were --

21 A. She was looking out for the insured from day
22 one.

23 Q. And you glean -- have you spoken to Ms. Matoy?

24 A. I have not.

25 Q. Okay.

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1 Are you aware that she gave testimony in
2 this case?

3 A. I don't know that I was.

4 Q. Okay.

5 Are you aware of anyone giving testimony in
6 this case?

7 A. No.

8 Q. Now, back to Exhibit 2.

9 A. Yes.

10 Q. So -- and just to catch up, we -- we have
11 Mr. Quackenbush asking about your -- for your guidance
12 on a global settlement conference, and if we go up, we
13 see your response. And that third paragraph includes
14 this quote, I agree that it would be a good idea to
15 engage Mike St. Amand to negotiate a global pro
16 rattle -- pro rata settlement of all parties and to meet
17 the respective settlement terms of each demand.

18 Do you see that?

19 A. I do.

20 Q. Okay.

21 So fair to say that you thought a global
22 settlement conference was a good idea?

23 A. Yes.

24 Q. And you proposed hiring Mike St. Amand to do
25 it, correct?

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1 Q. The next paragraph, you say, I recommend that
2 we provide a copy of the time-limited demands to the
3 insured.

4 Why is that?

5 A. Because it's important to keep the insured
6 apprised of what's going on. I think Jeanna Matoy, that
7 was one of her action plan goals on day two, contact the
8 named insured.

9 Q. And -- and why is it important to keep the
10 insured informed?

11 A. Because they're going to be concerned about
12 having insufficient policy limits with multiple
13 competing claims in excess of those policy limits.

14 Q. Okay.

15 So was it Direct General's practice at the
16 time, as far as you know, to provide insureds with
17 copies of time-limited demands?

18 A. That's a good question. Yes, I believe it was.

19 Q. Are -- are you aware of any policies and
20 procedures at Direct General at -- at this time, in
21 August 2018, specifically dealing with time-limited
22 demands?

23 A. There was training that was given on an annual
24 or six-month basis on insurance good faith, and that
25 would have included multiple competing claim training

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1 and time-limit demand training, and the claims
2 professionals would have had that training.

3 Q. Okay.

4 And would -- would there be training
5 specific to Georgia?

6 A. Yes.

7 Q. Who conducted that training?

8 A. Mike St. Amand, an attorney from north of
9 Atlanta, I want to say Robert Walker or Robert Parker.
10 There would have been internal training which I referred
11 to, the good faith training, which would have been the
12 director of complex litigation which would have
13 presented that training.

14 Q. What's that person's name?

15 A. Jim Brown. And then Gina Snow.

16 Q. Okay.

17 A. Same position.

18 Q. Sure.

19 Did -- did you attend any of these
20 trainings?

21 A. I attended all of them.

22 Q. Okay.

23 And --

24 A. I -- and I think there was another one, an
25 Atlanta woman attorney came and presented. I think her

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1 first name was Erica.

2 Q. Parsons?

3 A. Yes.

4 Q. At Lueder Larkin at the time maybe?

5 A. I believe.

6 Q. It's a small world, even in Atlanta.

7 A. Yes.

8 Q. So these are situations where defense counsel
9 would come to the insurance company and help educate the
10 adjusters on various legal issues that might arise in
11 their claims handling?

12 A. Yes, but it was required training. It was
13 mandatory. And the good faith training that was
14 presented annually or more frequently than that by the
15 director of complex litigation, that was mandatory as
16 well.

17 Q. Okay.

18 And some of the training specific to
19 Georgia, do you recall that including training about
20 so-called Holt demands?

21 A. Yes, that was included.

22 Q. Okay.

23 And you know what I mean by Holt demands?

24 A. I do.

25 Q. Okay.

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1 And do you know if this training included
2 demands made under a Georgia statute -- I'll cite it to
3 you. I don't know if that's gonna do you much good --
4 OCGA 9-11-67.1. Do you remember that?

5 A. Yes.

6 Q. Okay.

7 It -- the training did include that?

8 A. I believe so.

9 Q. Okay.

10 And so you remember that that statute
11 regulated offers to settle?

12 A. I remember that.

13 Q. Okay.

14 And so there was training prior to
15 August 2018 for claims professionals at Direct General
16 on these issues we've just talked about?

17 A. Not all of the training I just related was
18 prior to August 2018. Some of it was.

19 Q. Okay. Fair enough.

20 And you -- you mentioned multiple competing
21 claims, and -- and you refer to that in your e-mail in
22 the first line where you have MCC issue. Right?

23 A. Yes, I think that's what my abbreviation MCC
24 would have meant.

25 Q. Okay.

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1 was produced in the litigation, and it is what it is.

2 A. Oh, I see. Okay. I didn't know who had
3 compiled this document, so yeah.

4 Q. Okay.

5 A. So you want me to look at 122, the letter?

6 Q. Sure, that -- that version's fine.

7 A. Okay. So -- and your question to me was?

8 Q. Whether you remember having any thoughts on
9 whether Direct General should attempt to accept the
10 demand for the wrongful death of Andrew Evans.

11 A. Well, if you're asking me if I think a child's
12 death is worth \$25,000, that's a very small sum.

13 Q. Well, it's not what I'm asking though.

14 A. All right. Then, please, can you reword your
15 question?

16 Q. Yeah. When you saw -- do you remember when you
17 saw this demand, did you think Direct General should try
18 to accept it?

19 A. Well --

20 MR. JURMAN: Objection.

21 A. I -- I don't remember, and in looking at the
22 letter, sitting here today, there -- there is a concern
23 about the dollar amount demand.

24 Q. What is that concern?

25 A. Well, they're asking for payment in the amount

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1 of a hundred thousand dollars plus the amount of all
2 available insurance funds, and -- and they go on to
3 say -- let's see. As stated previously in this
4 correspondence --

5 Q. Can you tell us what page?

6 A. I am --

7 Q. I'm sorry to interrupt.

8 A. No, I'm -- and you -- I -- I apologize.

9 Page 128.

10 Q. Go ahead.

11 A. As stated previously in this correspondence, if
12 the limit of coverage is higher than a hundred thousand
13 dollars, our demand will be for whatever that amount may
14 be in this instance.

15 All right. So their demand is for a
16 hundred thousand dollars or more, if there's higher
17 limits.

18 And this letter was dated August 9th, and
19 according to the log notes I have that you sent me, a
20 day or two before, Jeanna Matoy had talked to the
21 Montlick law firm and told them what the limits were,
22 and they knew what the limits were, and she had e-mailed
23 to them the DEC page. So they knew we had a 25/50
24 policy, but they're asking for a hundred thousand
25 dollars. So that's a little problematic. It's a --

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1 up before I ask any questions.

2 MR. YEE: And you said that was Exhibit 1
3 to the pleadings?

4 MR. DOLDER: It --

5 MR. YEE: To the complaint?

6 MR. DOLDER: Well, it -- just in the
7 pleadings, it's Doc 1-1, Page 18 of 78. It's a page --

8 MR. YEE: Understood. Understood.

9 MR. DOLDER: -- from the policy you
10 attached to your complaint.

11 MR. YEE: Understood. One moment.

12 All right. You're on the page -- you said
13 18 of 78, and that would be Part A - Liability Coverage?

14 MR. DOLDER: Yes.

15 MR. YEE: Okay.

16 All right. We have it in -- in front of
17 us.

18 Q. A -- a -- and, ma'am, we can make this quick,
19 if you want.

20 But does this policy give Direct General
21 discretion to settle claims as it sees fit?

22 A. We will settle or defend with a lawyer of our
23 choice, as we consider appropriate, any claim or suit
24 asking for these damages.

25 Q. Is that a yes or a no?

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1 A. That is a yes.

2 Q. Thank you.

3 If we go down -- and I'm sorry. Back to
4 Exhibit 3, if you don't mind.

5 A. Okay.

6 Q. So again, on the second page of that exhibit,
7 which is Bates 140, and about in the middle, there's a
8 short paragraph, and it reads as follows: Plus, we are
9 asking for all claimants to present their injury claims,
10 document injuries and special damages, identify other
11 available insurance (UM), and identify liens that need
12 to be addressed.

13 Did I read that substantially correctly?

14 A. Yes, you did.

15 Q. Thank you.

16 Now, why did Direct General want
17 information about UM insurance?

18 A. Well --

19 MR. JURMAN: Objection.

20 THE WITNESS: Go ahead.

21 Oh, he objected.

22 A. Because it would help, when everybody is
23 sitting at the table, to find out who's been compensated
24 by UM coverage when they're parceling out the pieces of
25 the pie that's far too small for all these people.

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1 your deposition, right?

2 A. Yes.

3 Q. Okay.

4 Did -- did you see anything that causes you
5 to think, gosh, I should not have approved this?

6 MR. JURMAN: Objection.

7 A. Can you be more specific with your question?

8 Q. Yes.

9 Is there anything in Mr. St. Amand's
10 September 6, 2018, letter that you disapprove of him
11 having said, or wrote, I should say?

12 A. Well, he tendered the limits. He accepted that
13 Direct General was going to pay the full 50,000 limits.
14 I'm not saying I disapproved of that; I'm just seeing --
15 noting what I see.

16 Q. Sure. Sure.

17 A. There was the -- the time-limit demand that
18 we've discussed, and we discussed some of the problems
19 that the company saw with it, that time-limit demand.
20 This is -- this is a timely response, within the
21 30 days, and he tendered limits, invited everybody to
22 the global settlement conference to make a fair
23 allocation that's acceptable to all.

24 And then he talks about UM, the wrongful
25 death claim, the estates of the decedents, and potential

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1 he had with them about this settlement conference that
2 was upcoming. All I have is the e-mail and the letter.
3 So he may have done all kinds of other conversations and
4 e-mails and writings with the other attorneys, and I
5 don't have any knowledge of that.

6 Q. Okay.

7 But -- and -- and I qualified my question.
8 That's why I qualified my question as -- as to what you
9 know of.

10 Do you know of anything Michael St. Amand
11 did in handling this claim that Direct General didn't
12 want him to do?

13 MR. JURMAN: Objection.

14 A. Based upon the information that I've been
15 provided here today, no.

16 Q. Okay.

17 And do you have any independent
18 recollection of -- of him doing anything you didn't want
19 him to do?

20 A. No.

21 Q. Okay. Thank you.

22 On -- on the letter, so it's the second --
23 the first page of the letter, which is the second page
24 of Exhibit 5, near the bottom, second paragraph to the
25 bottom, you pointed to this as -- as -- as tender

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1 language. And it says, Direct General has agreed to
2 tender its per accident liability limits \$50,000 among
3 the bodily injury claimants.

4 And it goes on. Do you see that?

5 A. I do.

6 Q. Now, you would agree with me that that is a
7 counteroffer to the time-limited demands, right?

8 MR. JURMAN: Ob- -- objection.

9 A. What I would agree is that the log notes
10 indicate that all the attorneys were coming to the
11 global settlement conference, and that nobody objected
12 to the global settlement conference.

13 Q. Are you done with your answer?

14 A. I am.

15 Q. Okay.

16 Well, that wasn't my question.

17 My question is, do you agree that it's a
18 counteroffer --

19 MR. JURMAN: Objection.

20 Q. -- to the time-limited demands?

21 MR. JURMAN: Objection.

22 A. So I can't agree to that, because I don't know
23 what other correspondence is out there from Mike
24 St. Amand or e-mails or agreements with these attorneys,
25 so I -- I can't -- I can't say that that's a

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1 counteroffer.

2 Q. Okay.

3 Well, you would agree with me that it's not
4 an acceptance of the time-limited demands?

5 MR. JURMAN: Objection.

6 A. Well, it's a timely tender of the policy
7 limits.

8 Q. That wasn't my question. My question is, you
9 would agree with me that it is not an acceptance of the
10 time-limited demands?

11 A. Well --

12 MR. JURMAN: Objection.

13 A. -- as -- as we discussed, the time-limited
14 demand letter had a lot of issues, and we didn't discuss
15 all those issues. We discussed one or two.

16 Q. Okay.

17 Again, let me try the question. You would
18 agree that this letter is not an acceptance of the
19 time-limited demands, correct?

20 MR. JURMAN: Objection.

21 A. Again, I can't say that, because I don't know
22 what else is out there.

23 Q. Okay.

24 Are -- are you aware that Direct General
25 had claims handling guidelines for the claim